BILL NO. S-90-06-48

SPECIAL ORDINANCE NO. S-30-91

AN ORDINANCE approving the awarding of Reference #949 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **OLIN WATER SERVICES** for the Three Rivers Filtration Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #949 between the City of Fort Wayne, by and through its Department of Purchasing and **OLIN WATER SERVICES** for the Three Rivers Filtration Plant, respectfully for:

> **the purchase of chlorine dioxide treatment program for the Three Rivers Filatration Plant;**

involving a total cost of Two Hundred Thirty-Nine Thousand Three Hundred Sixty and no/100+/- Dollars ($239,360.00+/-), all as more particularly set forth in said Reference #949 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Conference Room 128, City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 1-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third~~ time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7	2		
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG		✓		
REDD	✓			
SCHMIDT		✓		
TALARICO	✓			

DATED: 2-12-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE RESOLUTION NO. S-30-91 on the 12th day of February, 19 91,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of February, 1991, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of February, 19 91, at the hour of 3:00 o'clock P.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

REF. NO.:	949
DEPT.:	FILTRATION PLANT
DATE:	6/14/90
ITEM/SERV.:	CHLORINE DIOXIDE TREATMENT

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	5/3 & 5/10
OPENING DATE:	5/24/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	15
NO. OF VENDORS RECEIVING BID:	10
NO. OF VENDORS RETURNING BID:	2
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	13
DATE SENT TO DEPT FOR RECOMM.:	5/24/90
DATE RECOMMENDATION REC'D IN PURCH:	6/14/90

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	6/14/90	
INTRODUCTION DATE:	6/26/90	
DISCUSSION DATE:	7/3/90	
PASSAGE DATE:	7/10/90	
ORDINANCE NO.:		

REFERENCE NO. 949
SODIUM CHLORITE
OFLP018

DESCRIPTION	OLIN WATER	MIDLAND RESOURCES
COST LB PRODUCT	$2.176	NO BID
COST TON PRODUCT	$4,352.00	NO BID
FREIGHT COST		
TRUCK	N/A	NO BID
DEMURRAGE	N/A	NO BID
FREIGHT COST		
RAIL	N/A	NO BID
DEMURRAGE	N/A	NO BID
DELIVERY TIME ARO	5 DAYS	NO BID

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 5-24-90 @ 11:00 AM BID REFERENCE # 949

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR 1990 REQUIREMENTS FOR SODIUM CHLORITE FOR CITY OF FT WAYNE PER SPECIFICATIONS

AND REQUESTED BY THREE RIVERS FILTRATION PLANT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Olin Water Services, Drew Industrial Division

STREET ADDRESS 9393 W. 110th St.

CITY Overland Park, KS 66210 PHONE # (913) 451-3100

BY John C. Smedley
REPRESENTATIVE SIGNATURE

PRICE SHEET

SODIUM CHLORITE - ESTIMATED USAGE 110,000 POUNDS

COST LB* PRODUCT	COST TON PRODUCT	FRGHT TRUCK	COST TON DEMURRAGE	FRGHT RAIL	COST TON DEMURRAGE	DELIVERY TIME ARO
$ 2.176	$ 4352	$ N/A	$ N/A	$ N/A	$ N/A	5 Days

THE PRICE OF SODIUM CHLORITE SHOULD REFLECT THE INCLUSION OF THE C102 SYSTEM AND ANY OTHER ADDITIONAL ITEMS REQUESTED IN PREVIOUS SPECIFICATIONS.

TERM OF AGREEMENT: FROM TIME OF AWARD THRU 12/31/90

FOR ADDITIONAL INFORMATION CONTACT JEAN MOORE AT (219) 427-1254.

* Cost per pound is derived from 25% Active Sodium Chlorite (OLIN 4010) at $.68/lb. delivered to equal 80% dry basis Sodium Chlorite.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: May 22, 1990

1. Governmental Unit: CITY OF FT. WAYNE
2. County: ALLEN
3. Bidder (Firm): OLIN WATER SERVICES
   Address: 9393 W. 110th ST. SUITE 600
   City/State: OVERLAND PARK, KS 66210
4. Telephone Number: (913) 451-3100
5. Agent of Bidder (If applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF ~~INDIANA~~ KANSAS)
) SS:
JOHNSON COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Olin Water Services, Drew Industrial Division
Bidder (Firm)

John C Smedley
Signature of Bidder or Agent

Subscribed and sworn to before me this 18th day of MAY, 1990.

My Commission Expires: 03/16/91

County of Residence: JOHNSON

Mary Ann Thurman
Notary Public

MARY ANN THURMAN
Notary Public Printed Name

Mary Ann Thurman
NOTARY PUBLIC
State of Kansas
MY APPT. EXPIRES 03/16/91

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

M E M O R A N D U M

DATE: May 21, 1990

TO: Darla Wald
Drew Chem. Corp.
Boonton, NJ

FROM: Terri Nugent
United Service Agency, Inc.
Lexington, KY

SUBJECT: Olin Water Services
Bid Bond

The attached bid bond has been properly executed and is being sent to you for further handling.

City of Ft. Wayne, IN

Please advise if you have any questions.

Terri Nugent

T. I. N.

Insurance Company of North America
a CIGNA company

CIGNA

PROPOSAL OR BID BOND

M 25 22 43

KNOW ALL MEN BY THESE PRESENTS, THAT WE Olin Water Services, Division of Drew Chemical Corporation, Division of Ashland Oil, Inc.

as principal, and the INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at Philadelphia, Pa., as surety, are held and firmly bound unto City of Ft. Wayne, IN

as obligee, in the penal sum of Eleven Thousand Nine Hundred Sixty Eight & 00/100 DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 21st day of May A. D. 19 90

WHEREAS, the said principal is herewith submitting proposal for

Supplying watertreatment chemicals

Bid to be let May 24, 1990

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

Olin Water Services,
Division of Drew Chemical Corporation,
Division of Ashland Oil, Inc.

By: Rowland Pagan
Rowland Pagan Attorney-in-Fact

INSURANCE COMPANY OF NORTH AMERICA

By: Rebecca I. Osborne
Rebecca I.Osborne Attorney-in-Fact

CERTIFICATION

The Undersigned certifies that she is an Assistant Secretary of ASHLAND OIL, INC., ("ASHLAND"), a Kentucky corporation, and that, as such, she is authorized to execute this Certification on behalf of ASHLAND and further certifies that:

(a) Attached hereto is a true and correct copy of a Power of Attorney properly executed by the duly elected Vice Chairman of ASHLAND who acted within authority granted to him and executed same as of October 1, 1989.

(b) Said Power of Attorney has not been revoked, modified, annulled or amended in any manner whatsoever; that said powers contained therein do not in any respect conflict with or contravene the By-Laws, regulations or Articles of ASHLAND.

IN WITNESS WHEREOF, I have signed and sealed this Certification this 21st day of May, 1990.

LILLIAN D. WILLIAMS
Assistant Secretary

ACRLDW-4
LDW/tb (12/89)

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Ashland Oil, Inc., acting by and through Paul W. Chellgren, its duly authorized Senior Vice President, does hereby appoint ROWLAND PAGAN and DAVID L. HUFF, jointly, and each of them severally, true and lawful attorneys in fact for Ashland Oil, Inc., and in its name:

> To execute and deliver on behalf of Ashland Oil, Inc., in the ordinary and regular course of its business, bonds made by it under its name, Ashland Oil, Inc., or under the designation of Ashland Petroleum Company, Allied Oil Company, or any other division of Ashland Oil, Inc., including, but not limited to, bonds required by governmental agencies for licenses and permits, bonds required in judicial proceedings, and bid bonds, provided, however, the authority granted as to bid bonds is limited to bid bonds not in excess of $500,000.

This power of attorney is given only for the purposes herein specified and no other, and, unless sooner terminated, shall automatically terminate October 1, 1990. Ashland Oil, Inc., may at any time terminate this power of attorney and all authority and powers conferred hereby.

IN WITNESS WHEREOF, Ashland Oil, Inc., has caused its corporate name to be signed and its corporate seal to be hereunto affixed by its proper and duly authorized officers as of the 1st day of October, 1989.

(SEAL)

ASHLAND OIL, INC.

BY Paul W. Chellgren

Its Sr V P

ATTEST:

Its Secretary

POWER OF ATTORNEY

Insurance Company of North America
a CIGNA company

CIGNA 183629

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwe of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.16 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and writings in the nature thereof:

(1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bo undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, an seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (electe appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secreta

(3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of atto granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such powe certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Com necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint PHILIP A. HARMON, PHILIP J. CHASE, ROBERT L. HENLEY, LONNIE HOLLIS, GARY G. GOULD, and REBECCA I. OSBORNE, all of the City of Lexington, State of Kentucky

each individually if there be more than o named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bon undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIFTY MILLION-- DOLLARS ($ 50,000,000) each, and the execution such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly execu and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said R. E. Giveans, Vice-President, has hereunto subscribed his name a affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 19th day of January 1990

INSURANCE COMPANY OF NORTH AMERICA

by R. E. Giveans
R. E. GIVEANS, Vice Presic

COMMONWEALTH OF PENNSYLVANIA
ss.
COUNTY OF PHILADELPHIA

On this 19th day of January, A.D. 1990, before me, a Notary Public the Commonwealth of Pennsylvania in and for the County of Philadelphia came R. E. Giveans, Vice-President of the **INSURAN COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Compa that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resoluti adopted by said Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and ye first above written.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

NOTARIAL SEAL
JULIA ANNA ROHANA, Notary Public
Philadelphia, Philadelphia County
My Commission Expires August 20, 1990

Julia Anna Rohana
Notary Pub

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, th 21st day of May 19 90

James S. Wyllie
James S. Wyllie
Secret

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 19,

BS-33363a Ptd. in U.S.A.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

THIS DOCUMENT PRINTED ON RED BACKGROUND

OLIN WATER SERVICES
CHLORINE DIOXIDE TREATMENT PROGRAM
PROPOSED TO COMPLY WITH PUBLISHED SPECIFICATIONS

Relative to the City of Fort Wayne's Invitation to Bid for the supply of sodium chlorite and the services necessary to utilize said sodium chlorite in the generation of chlorine dioxide, Olin Water Services (OWS) has provided the following as specified:

[ ] A reference list of at least ten municipal water treatment facilities wherein OWS' chlorine dioxide treatment program is currently being utilized.

[ ] A tour of our Drinking Water Treatment Program application at Newport, KY which was attended by Three Rivers Filtration Plant Assistant Superintendent, Jean Moore, and Chairman of the City Council's City Utilities Committee, Paul M. Burns.

[ ] Specified information regarding chlorine dioxide generating equipment.

[ ] Specified information regarding sodium chlorite and the chlorine dioxide generating process, to include:

A. Material safety data sheets

B. EPA registration information

[ ] Written qualification summaries of the three OWS technicians who will be available to provide service (per published specifications) to Three Rivers Filtration Plant relative to the chlorine dioxide treatment program.

[ ] Written summary of the analytical capabilities of OWS's Kansas City, KS laboratories which denote the ability to test for low level chlorite/chlorates via the Dionex ion chromatograph.

[ ] A copy of OWS's valid certificates of insurance for coverages specified in this bid.

[ ] A written contract relative to an extended agreement option.

[ ] Information relative to OWS's current credit rating.

[ ] A preventative maintenance schedule for the chlorine dioxide generating units.

[ ] Bid documents as specified, to include:

A. Form 95

B. Front Page/Invitation to bid

C. Specifications including Proposal Sheet

D. 5% Bid Bond, Certified or Cashier's Check

E. Certification of Bidder/Vendor

F. EEO Affirmative Action Program

G. Certification of Non-Segregated Facilities

Furthermore, pursuant to the City of Fort Wayne's Invitation to Bid for the supply of sodium chlorite and the services necessary to utilize said sodium chlorite in the generation of chlorine dioxide (ClO2), Olin Water Services (OWS) certifies its intent and demonstrated ability to provide the following as specified:

[ ] Two (2) chlorine dioxide generating systems capable of generating ClO2 from sodium chlorite and chlorine gas on a continuous basis and in dosages ranging from 0.25 mg/L to 2.5 mg/L. These systems will be designed so that they can be made capable of proportioning chlorine dioxide feed to the flow of water through the water treatment plant. Said generators will be capable of generating chlorine dioxide with no less than a 95% efficiency.

[ ] Installation, preventative maintenance, and required service for said ClO2 generating systems. An on-site inventory of spare parts will be maintained to insure that scheduled maintenance and repairs can be readily accomplished. This spare parts inventory will be provided at no additional charge to the City of Fort Wayne.

[ ] Bulk storage tanks with appropriate labeling will be provided by OWS for use with OLIN 4010 - sodium chlorite. Said tank will be installed and maintained by OWS at no additional cost to the City of Fort Wayne.

[ ] Olin Water Services will provide company owned and operated bulk trucks for delivery of the sodium chlorite solution - OLIN 4010. Said deliveries will be managed by OWS personnel and said personnel will be responsible for handling all spills and leakage and will be liable for any claims of judicial action arising from said spills and leakage that are the result of direct action

taken by OWS personnel.

[] In addition to information already presented, upon acceptance of OWS's proposal, OWS will provide complete and detailed installation and operation manuals for all supplied equipment. OWS will also provide at this time Material Safety Data Sheets and other appropriate hazardous warning information.

[] Regular weekly service calls will be made to:

1) Optimize the generating units' efficiencies, maintaining a minimum generating efficiency of 95%

2) Provide preventative maintenance to the generating unit

3) Test for generator pH and disinfectant residuals in system waters

4) System inspection to insure system's integrity

5) Reinforce training of involved plant personnel

6) Review plant control records to assure optimization of program administration

Each service visit will include the completion of a field service report which will serve to detail specific services rendered and requests for any operational changes necessary to promote program optimization and which require the involvement of plant personnel.

All such services will be provided at no additional cost to the City of Fort Wayne.

[] Olin Water Services will provide, at no additional cost to the City of Fort Wayne, program start-up and initial training of plant personnel. Start-up will involve monitoring of generation and storage equipment for proper installation and operation. Areas of training will include:

1) Physical properties of chlorine dioxide, chlorine, chlorite, chlorate, and/or any other chemicals used in the OWS program

2) Chemistry/methods of chlorine dioxide generation

3) Optimization of generator performance

4) Maintenance procedures

5) Safety considerations in operations and chemical handling

6) Sampling and testing procedures for chlorine dioxide program administration

[] Olin Water Services will provide the following tests per specified methods on a quarterly basis or more frequently if needed:

1) Analysis chlorite in treated water

2) Analysis chlorate in treated water

3) TTHM formation potential

4) TTHM levels in the City's distribution system

[] Olin Water Services has provided as an attachment to this document:

1) Specified copy of valid and applicable commercial general liability policy

2) Specified current credit rating

[] Olin Water Services' personnel will assist in the management of sodium chlorite inventory. Should the need arise, delivery of product shall be no more than five days after notification by authorized City personnel.

[] Olin Water Services will maintain readiness to serve the City of Fort Wayne on an emergency basis. At least one of three OWS representatives, certified to work on the ClO2 generation system and experienced with municipal water treatment, will be reachable 24 hours/ day, seven days/week via phone, pager, and/or cellular phone service.

[] Olin Water Services will provide all of the aforementioned products, equipment, and services as part of a total chlorine dioxide treatment program. The City of Fort Wayne shall access said program features by purchasing OWS's sodium chlorite solution, OLIN 4010, from Olin Water Services at a firm per pound price of $ 2.176/lb dry basis, delivered ($ 0.68/lb delivered as a 25% solution). No additional charges will be made to the City of Fort Wayne for said products, equipment, and/or services.

DRINKING WATER AGREEMENT

I. OLIN WATER SERVICES ("OWS") agrees to provide chlorine dioxide generating equipment and OLIN 4010 to:

Three Rivers Filtration Plant
One Main Street, City-County Building
Ft. Wayne, IN 46802

for treatment of the municipal water system, and to include all goods and services per the specifications of bid # 949.

II. Three Rivers Filtration Plant, Ft. Wayne, IN agrees to purchase OLIN 4010 from OWS.

III. **The duration of this treatment period will be for one year and will begin upon completion of the installation of the chlorine dioxide generating equipment at Three Rivers Filtration Plant.**

At the conclusion of the initial treatment period, should the appropriate representatives for the City of Ft. Wayne determine that the evaluated treatment program is advantageous, this agreement may be extended for up to five years from its date of initiation, given the agreement of both parties. OLIN 4010 pricing in years subsequent to this contract's first year is subject to terms expressed in the attached ADDENDUM.

IV. PRODUCT PRICING:

Three Rivers Filtration Plant, Ft. Wayne, IN, agrees to purchase OLIN 4010 (NaClO2) at a delivered cost of:

$ 2.176/dry lb.

$ 0.68/lb (as 25% active NaClO2)

V. TERMS: Net 30 days from date of invoice.

The terms and conditions printed herein together with any addendum attached hereto and referred to herein are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid unless executed and returned by buyer within 60 days from receipt and until accepted and executed by the seller.

CUSTOMER	OLIN WATER SERVICES
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXTENDED AGREEMENT OPTION (PER ADDENDUM)

The City of Ft. Wayne:

[ ] **DECLINES** the EXTENDED AGREEMENT option _____(initials)

[ ] **ACCEPTS** the EXTENDED AGREEMENT option _____(initials)

DRINKING WATER AGREEMENT ADDENDUM
FOR
THREE RIVERS FILTRATION PLANT
FT. WAYNE, IN

A. Upon successful completion of the initial specified treatment period, the City of Ft. Wayne may exercise the option of entering into a five (5) year "EXTENDED AGREEMENT" with OLIN WATER SERVICES (OWS), the terms of said agreement having been previously stated in specifications outlined in Bid Reference #949. Upon exercising this option, OLIN WATER SERVICES will agree to provide OLIN 4010 ($NaClO_2$) for the first year of said "EXTENDED AGREEMENT" at a delivered cost of:

$ 2.176/dry lb.

$ 0.68/lb (as 25% active $NaClO_2$ solution)

Furthermore, OLIN WATER SERVICES will commit to the City of Ft. Wayne that any price increases proposed for OLIN 4010 ($NaClO_2$) in subsequent years of said "EXTENDED AGREEMENT" will not, as a percent, be greater than recognized percent increases in the most recent published Chemical Price Index for the corresponding time period.

B. Should the City of Ft. Wayne determine that it no longer requires the services of OLIN WATER SERVICES, OWS will provide for an orderly transition to the use of other equipment by either of the following:

1) OWS will maintain its equipment in place indefinitely and at no additional cost while alternate equipment is acquired and installed **so long as the City of Ft. Wayne continues to purchase OLIN 4010 for its generation of chlorine dioxide during this interim period.** OWS will commit to continuing pricing practices for OLIN 4010 as outlined in Section A of this addendum.

2) Upon formal termination of the "DRINKING WATER AGREEMENT" between the City of Ft. Wayne and OLIN WATER SERVICES, OWS will commit to keep its generating equipment in place for a period not to exceed ninety (90) days. OWS will require a lease/service fee of $ 3000.00 for this option and the City of Ft. Wayne would be charged for any parts needed to keep the generating equipment in operation.

ARTICLE F

INDEMNIFICATION, INSURANCE, AND PROTECTION OF LIVES AND PROPERTY

F.1 INDEMNIFICATION

F.1.1 The contractor shall indemnify and hold harmless the City of Fort Wayne and its officers and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the contract, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom, and (2) is caused ~~in whole or in part~~ by ~~any~~ the negligent act or omission of the contractor, ~~any sub-contractor~~, or anyone directly employed by ~~any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder~~. the contractor is

F.1.2 In any and all claims against the City or any of its officers or employees by an employee of the contractor, ~~any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable~~, the indemnification obligation under this paragraph G.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the contractor or any sub-contractor under worker's or workmen's conpensation acts, disability benefit acts or other employee acts.

F.2 WORKERS COMPENSATION INSURANCE

F.2.1 For contracts involving performance of work pursuant to the provisions of Indiana Code I.C. 22-3-2-14 (a) bidders are required to furnish a certificate from the Indiana Workers Board showing that such bidder has complied with I.C. 22-3-5-1 and I.C. 22-3-5-2.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

United Service Agency, Inc.
Post Office Box 11765
Lexington, Kentucky 40577

NAME AND ADDRESS OF INSURED

OLIN WATER SERVICES/
DREW DIV. ASHLAND CHEMICAL, INC.
ONE DREW PLAZA
BOONTON, NJ 07005

COMPANY LETTER	COMPANIES AFFORDING COVERAGES
A	Insurance Company of North America
B	CIGNA Insurance Company of Texas
C	CIGNA Insurance Company of Illinois
D	Atlantic Employers Insurance Company
E	
F	
G	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	POLICY AGGREGA
A	**GENERAL LIABILITY** ☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☒ EXPLOSION AND COLLAPSE HAZARD ☒ UNDERGROUND HAZARD ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY	LAB 26606	12-1-92	PERSONAL INJURY (INCLUDING BODILY INJURY) PROPERTY DAMAGE	$ $	$ $
				PERSONAL INJURY, BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	$ 1,000
A	**AUTOMOBILE LIABILITY** ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	LAB 26606	12-1-92	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH OCCURRENCE) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $ $ 1,000	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A B C D	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	RSCC20578142 RSCC18146939 RSCC1814704A RSCC18146836	12-1-90 and renewals thereof until 12-1-92	STATUTORY [redacted]	[redacted] $ 1,000	[redacted] (EACH ACCID

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company w endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF FT. WAYNE
ONE MAIN STRE., ROOM 350
FT. WAYNE, IN 46802

DATE ISSUED: May 16, 1990

Rebecca L. Osborne

AUTHORIZED REPRESENTATIVE

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 949 for chlorine dioxide treatment program for the Three Rivers Filtration Plant. The cost reflects the most responsive vendor.

S-90-06-48

EFFECT OF PASSAGE: Equipment and services provided for purchase of 110,000 pounds of sodium chlorite to meet EPA regulation-surface water treatment rule.

EFFECT OF NON-PASSAGE: Violation of EPA regulation resulting in Federal fines of $25000/Violation/Day and State fines of $500/Violation/Day.

MONIES INVOLVED: Olin Water Svs $239,360.00 +/-

PRICE AGREEMENT: Yes

PURCHASE ORDER:

SOURCE OF FUNDING: Filtration Pl 513-523-W154-4257

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

Bring Back 2-12-91

BILL NO. S-90-06-48

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #949 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and OLIN WATER SERVICES for the Three Rivers Filtration Plant

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Paul M. Burns			
Janet G. Bradbury			
Chester Edmond			
~~Paul M. Burns~~			

DATED: 2-12-91

Sandra E. Kennedy
City Clerk